inspectors to initiate prosecutions. That is a subject that has been discussed by miners' unions for many years. Even at the latest conference, the matter was discussed and we were asked to make the desired alteration. As Minister for Mines I do not feel disposed to alter the present regulations. In my opinion, they go far enough already. Since the appointment of workmen's inspectors in this State, there has been one instance only brought under the notice of the department of a workman's inspector being desirous of prosecuting and the district inspector objecting to that course. That instance occurred on the Murchison.

Hon. G. Taylor: Have you any idea as to which officer was right?

The MINISTER FOR MINES: There was a dispute between the two inspectors and I shall not attempt to say who was right or who was wrong. The fact remains that that is the only instance of that sort of thing within the knowledge of the department.

Hon. G. Taylor: Then that is not sufficient to justify such a move.

The MINISTER FOR MINES: I do not think any great hardship is involved in the present regulations. If there were numerous instances of district inspectors refusing to initiate prosecutions it might be considered that, in the interests of the safety of the men in the mines, the workmen's inspectors should be given the same power to initiate prosecutions as is possessed by district inspectors. For more than three years now the district inspectors have not been permitted to initiate prosecutions without consulting the State Mining Engineer. That is going further than granting workmen's inspectors the power sought for them. The reason for the action taken regarding district inspectors was that in several instances they initiated prosecutions in ignorance of the fact that similar action had been taken previously and had failed, the courts having ruled that there was no authority for the initiation of such prosecution. In view of that, the district inspectors were compelled to forward notifications to the State Mining Engineer regarding suggested prosecutions. Had we not adopted that course we would have wasted money on prosecutions from time to time.

Hon. G. Taylor: Has the State Mining Engineer power to institute proceedings?

The MINISTER FOR MINES: Yes, and so have the district inspectors, but we have stopped the latter exercising that power owing to the ruling of the courts. I thank hon. members for the manner in which they have received the Mines Estimates and I hope the opinion expressed by myself and others that the mining industry is at its lowest ebb to-day and that from next year onwards the output of gold will increase instead of continuing to decline, will prove to be correct.

Item, Assistant Under Secretary £636:

Hon. G. TAYLOR: I should like a little information here. Mr. Lang, who, until recently, was Assistant Under Secretary, has been elevated to the position of police magistrate at Carnarvon. Will the Minister tell us who has been appointed in his stead?

The Minister for Mines: Nobody.

Votes—Medical £183,313; Public Health £35,413—agreed to.

Progress reported.

House adjourned at 9.17 p.m.

Legislative Council,

Tuesday, 29th October, 1929.

The PRESIDENT took the Chair at 4.30 p.m., and read prayers.

PAPERS—HOSPITAL FOR THE INSANE, ESCAPE OF PATIENTS.

On motion by Chief Secretary ordered: That the papers relative to the escape of the lunatic Kelly from the Claremont Asylum for the Insane be laid upon the Table of the House and printed.

QUESTIONS (2)—STATE SHIPPING SERVICE.

Annual Report.

Hon. A. LOVEKIN (without notice) asked the Chief Secretary: When will the latest annual report of the State Shipping Service to be laid on the able of the House?

The CHIEF SECRETARY replied: The report was finalised last week, and should be ready for presentation to Parliament next week.

Hold-up of M.V. "Kangaroo."

Hon. A. LOVEKIN asked the Chief Secretary,—What is the total cost in detail to the State of the recent hold-up of the "Kangaroo." 1, Interest, sinking fund, and demurrage on ship? 2, Salaries and wages of officers and men who remained aboard? 3, Sustenance of same? 4, Office salaries and expenses? 5, Wages of men held up at the Wyndham Meat Works? 6, Cost of conveying men per "Centaur"?

The CHIEF SECRETARY replied: 1, £1,000. 2, £600. Inclusive of time valued at £109, given as days off, and due under awards. The days off could not have been given had the vessel been at sea, and would therefore have had to be given with annual leave, at a cost of £109. Also, the opportunity was taken by the engineers to do work in the engine-room. The work in the engine-room would reduce the cost of the delay to the extent of that work, and such value cannot be estimated accurately. 3, £185. This amount includes the daily sustenance allowance paid to those remaining on board after the end of the first week, when the galley was closed. 4, £370. Opportunity was taken to send some members of the office staff on annual leave. 5, £1,170, as waiting time allowance. 6, The extra cost of conveying men on "Centaur," as against passages on the "Kangaroo" was £611.

BILL—TREASURY BILLS.

Read a third time and passed.

BILL—AGRICULTURAL PRODUCTS.

Recommittal.

Resumed from the 23rd October, Hon. J. Cornell in the Chair; the Chief Secretary in charge of the Bill.

New Clause 5:

The CHAIRMAN: The Bill was recommitted for the purpose of considering a new clause moved by Mr. Lovekin, to stand as Clause 5.

Hon. E. H. HARRIS: Last Thursday during the debate on this proposed new clause Mr. Nicholson and Mr. Lovekin held divergent views as to what was required to meet the case. Between them they have since drafted a new clause, which appears on the Notice Paper. This is fully in accord with my views on the subject. A grower may have fruit which cannot be marketed with advantage because of its quality, but might well be sent to a factory. Such fruit could be marked as ungraded and sold accordingly.

Hon. A. Lovekin: I suggest that the hon. member should transpose the words "distinctly and conspicuously" by inserting them before the word "marked."

Hon. E. H. HARRIS: I am quite agreeable to that suggestion. Accordingly I move—

That new Clause 5 as previously agreed to be struck out and the following inserted in lieu:—"Nothing in this Act shall apply to any products, package of products or lot consigned or forwarded to a consignee for the purpose of manufacture or processing or packing, and distinctly and conspicuously marked or branded as such."

The CHIEF SECRETARY: I placed Mr. Harris's proposal before the Director of Agriculture, who in turn submitted it to the Solicitor General. The report of the director is that except for the amendment specifically stating how the product shall be marked, it is substantially the same as that carried at the instance of Mr. Nicholson. The new proposal may act detrimentally towards the growers inasmuch as it does not afford the latitude which is sometimes desirable in dealing with specific cases. It is considered that the new proposal is not as much in their interests as the new clause it is intended to replace. Nevertheless, if the Council

prefer the amendment that is recommended, it can be accepted.

Hon. A. LOVEKIN: The new clause that is now proposed will certainly inform the people in the country what they have to do. That is preferable to leaving the whole thing to regulations, which may be promulgated when Parliament is not in session. I will withdraw the amendment I submitted at the previous sitting.

Amendment (Hon. A. Lovekin's) by leave withdrawn.

New Clause put and passed.

Bill again reported with an amendment.

BILL—CREMATION.

Received from the Assembly and, on motion by Hon. J. Nicholson, read a first time.

BILL—DRIED FRUITS ACT CONTINUANCE.

In Committee.

Hon. J. Cornell in the Chair; the Chief Secretary in charge of the Bill.

Clause 1—agreed to.

Clause 2—Continuance of principal Act:

Hon. H. J. YELLAND: Has the Chief Secretary any objection to the operations of the Act being made indefinite?

The CHIEF SECRETARY: I consulted the Minister for Agriculture regarding the matter which was mentioned by Mr. Yelland during the course of the second reading debate, and in a memorandum to me the Minister points out that as this is a control measure, it is considered advisable that the legislation shall be for a stated period, in order that Parliament may have an opportunity to review the position. In this instance, the Minister points out, it is particularly required, as control in this State would not be desirable if similar legislation were not in force in other States.

Hon. H. J. YELLAND: In the other States the period provided for the operation of similar legislation is much longer that one year. In the Act, provision is made for the election of a board that will operate for a period of two years. The election of members of the board will take place in the course of a few weeks, and the Act ceases to operate on the 31st March next. The object of the Bill is to continue the Act for one year. That will mean that the board will be appointed for two years and the Bill will be continued for one year. That is not a wise provision. The South Australian Act has been extended for five years. While I respect the advice tendered to the Leader of the House by the Minister for Agriculture, I consider it would be in the best interests of the industry if the period during which the Act will operate were left indefinite. The board could then go ahead with their work without fear of the legislation being set aside at the end of a year. I feel inclined to move that Section 35, which limits the operations of the Act until the 31st March next, be repealed. That would allow the Act to continue until a subsequent Government saw fit to repeal it.

The CHIEF SECRETARY: The Bill was well considered by the officers of the Department of Agriculture. It represents an experiment that has proved successful so far. At the same time I believe it should be tried out for a little longer, and at this stage the Act should not be placed permanently on the statute-book.

Hon. H. J. Yelland: Will you agree to extend it for five years?

The CHIEF SECRETARY: No doubt Parliament will continue the operation of the Act if it is considered in the best interests of the State to do so. There is no opposition to the legislation, but it is advisable to give it a further trial. It would be inadvisable for the hon. member to go on with his suggested amendment.

Hon. H. J. YELLAND: I do not desire to proceed with the amendment I suggested, if it is considered inadvisable to do so at present. Will the Minister state his objection to extending the operations of the Bill for a period of five years?

The Chief Secretary: None apart from those I have already stated.

Hon. H. A. STEPHENSON: It is not necessary to extend the operations of the Act at present, because everyone is satisfied. The members of the board seem to be more than satisfied and are content to go along as they are at present. If they consider next year that an indefinite period should be fixed, it can be done then. When I spoke to a leading member of the board, he told me he was quite content with the present position.

Hon. H. J. YELLAND: I attended a meeting of growers last night and before leaving it, I received a unanimous request that I should ask the Committee to accept an amendment for an indefinite period. As the Department of Agriculture is not prepared to accept that, I shall not press that point. I move an amendment—

That in line five the word "one" be struck out, and "two" be inserted in lieu.

The CHIEF SECRETARY: At this stage I do not propose to oppose the amendment. It will give the Government time to consider further the point raised by Mr. Yelland.

Amendment put and passed; the clause, as amended, agreed to.

Title—agreed to.

Bill reported with an amendment.

BILL—LAND AGENTS.

In Committee.

Resumed from the 24th October, Hon. J. Cornell in the Chair; the Honorary Minister in charge of the Bill.

The CHAIRMAN: Progress was reported on Clause 35.

Clause 35—Offences in connection with subdivided land:

Hon. J. NICHOLSON: I move an amendment—

That the last paragraph be struck out.

The paragraph in question reads, "Land shall be deemed vacant land within the meaning of this section if no house or building suitable for human occupation is built thereon." There does not seem to be any reference to vacant land in any clause in the Bill; vacant land is not particularly singled out as something to be dealt with in a particular way.

The Honorary Minister: Read the third line of the clause.

Hon. J. NICHOLSON: That refers to vacant allotments. Suppose land had a factory or a garage on it, surely that would not be classified as vacant land in the sense in which we understand the words.

The Honorary Minister: The question is not vital, so I shall not object to the amendment.

Amendment put and passed, the clauses as amended agreed to.

Clause 36—Contracts relating to subdivided land voidable in certain cases:

Hon. J. NICHOLSON: It is my intention to move to strike out this clause.

The CHAIRMAN: The hon. member will vote against it.

Hon. J. NICHOLSON: It will be noticed that at any time within six months from the making of a contract it may be declared void at the instance of a purchaser if certain requirements are not complied with. The requirements are set out in the clause. It will be observed the clause specifies that you must give the name, address and description of the vendor and the person who is at the time of contract the registered proprietor, and a host of other particulars. I defy any person carrying on business as a land agent to avoid the risk of committing some breach of the requirements specified in the clause. Every land agent has to depend largely on the services of others and at times when large sales are carried out we know there is a good deal of hurry, particularly where people are selling a big estate that has been subdivided. It is the simplest thing in the world for any clerk or assistant to omit to specify one or other of those many facts required to be set out in the contract. These are similar to what is required in connection with a bill of sale, but a bill of sale stands in a different category to an agreement for the sale of land. In a bill of sale you must specify the names, addresses and descriptions of the grantor and the grantee and the amount secured and various other things, as well as the place where the goods are situated. There is good reason for requiring all that information because when the notice of the granting of the bill of sale appears in the "Trade Gazette," the persons who are in the habit of perusing that journal can see at a glance who is granting the bill of sale, and to whom it is granted. Thus they are able to decide whether that person can be trusted. So it is wise to have that information disclosed. If a clerk or other person prepares a bill of sale without those requirements being set out, the bill of sale can be declared void. But a bill of sale is usually prepared by a solicitor, and a good deal of thought is given to it. You are not preparing a whole host of bills of sale. In connection with the sale of an estate that has been sub-

divided into a few hundred lots, the agreements are prepared with celerity. Is it a fair thing to place a burden like this on the land agents? It is most unfair because the purchaser may come along six months afterwards and say, "You forgot to specify my address and you omitted to give a description of me or my full name," and then on that score he tries to set the agreement aside.

Hon. A. J. H. Saw: The legal profession would jump at an opportunity like that.

Hon. J. NICHOLSON: It would be a magnificent opportunity to increase the number of law suits.

The HONORARY MINISTER: I was under the impression Mr. Nicholson had given consideration to the Bill and particularly to the clause he desires to strike out. He mentioned that there might be hurry at an auction sale. The hon. member must know that there is a clause in the Bill which takes a sale of land by auction out of the scope of the Bill. Clause 4 sets out that the provisions of the Act shall not apply to any land or interest in land sold at public auction, nor to any contract for the sale of any land sold at auction, and no person shall be deemed to be a land agent by reason of the fact that he acts as agent in respect of the sale or other disposal at public auction of any land or interest in land. There can be nothing more definite than that. The whole of the hon. member's argument regarding the possibility of a mistake being made falls to the ground. The clause to which he takes exception sets out that a contract shall be in writing and shall contain the name, address and description of the vendor. Next it provides that it shall contain the name, address and description of the person who at the time the contract was made was the registered proprietor of the land sold. That is an essential clause and is put there with the object of preventing bogus sales of land, of which we have had experience only recently in Western Australia. The information is such as the possible purchaser should be placed in possession of: and the land agent, being in possession of it, would have no difficulty in furnishing it. The third paragraph requires—

> A statement whether or not a plan of subdivision relating to the land sold has been approved by the municipal council or road board, as the case may be, and deposited in the Office of Titles, and the name, if any, the subdivision, and number of such plan.

Every land agent knows there are cert regulations with which he should make hi self familiar. Naturally he would inqu whether the law had been carried out that respect. He would have no difficulty giving all the information required by clause, through the medium of a prin contract form. The fourth paragraph sti lates for—

> A statement, whether or not the land s is subject to any mortgage or other encu brance, giving the name and address of mortgagee, and the registered number of mortgage, if any.

The reason for the paragraph is that there is a mortgage on the land, the sel has only the right to sell the equity of land. This, again, is information wh the purchaser should receive. It has h pened frequently that persons who bou land on the assumption that they were b ing outright, found subsequently that land was heavily mortgaged. The pa graph is intended more especially to p tect buyers in the country, who have the opportunity to check the land sal man's statements. The fifth paragraph mands—

> The name, address, and description of so person to whom all moneys falling due un the contract may be paid.

All these stipulations can be complied w by any land agent, since he has, or sho have, the whole of the information. It said that a land agent's clerk may mak mistake: but in any event, if the meas were in operation, the number of mistal would be negligible. This provision is tal from the Act of South Australia, where works without causing undue hardship. C Crown Law Department have communica with South Australia on the point, and h inquired whether that State intends to m dify its existing law in that respect. T reply received is in the negative, and are informed that the South Australian A is working smoothly and effectively. We ern Australian citizens have suffered by activities of unscrupulous land agents.

Hon. J. NICHOLSON: The Ministe explanation does not lessen the force of argument regarding the possibility of n takes.

Hon. E. H. Harris: That is about the o argument you have on this clause.

Hon. J. NICHOLSON: I can furnish a few more. The Honorary Minister's reasons are reasons which will strike him as unsatisfactory when he considers the effect of passing the clause. Land agents, as sellers of land, will be liable, when a sale has taken place, to account to the vendor for moneys received from the purchaser. Under Clause 26 the land agent must account to the vendor within seven days from demand, or, if no demand is made, then within 28 days of the completion of the matter. Within six months, if the land agent's clerk has inadvertently omitted to specify the address or description of either of the parties, or some little matter of description regarding the plan of subdivision, the land agent is liable. Assume a sale for the minor sum of £1,000. Within seven days of the demand by the vendor, the land agent would be bound to account to him, and would have to pay over the money. If any breach took place in the compliance with the requirements of the clause, the contract would be voided; and then, at the purchaser's instance, there would be an action by the vendor—who would be sued in the first place by the purchaser of the land for the return of the purchase money—against the land agent; and all due to what? To the fact that there was not set out in the agreement every detail specified in Clause 36. The land agent has done his best to bring about a sale, and thinks everything is all right. "Caveat emptor" is an old maxim. As regards the question of a mortgage, if a man chooses to be so foolish as to buy land without first going to the Titles Office and making a search, at a cost of 2s., into the position of the title, to find out whether the land is in the name of the actual seller mentioned in the agreement, or whether there are encumbrances or easements on the land, the fault is his own.

Hon. E. H. Harris: What position would a land agent be in if he or his employees inadvertently sold the wrong block?

Hon. J. NICHOLSON: Undoubtedly he would be guilty of negligence, though he might be able to show that the mistake was purely clerical, and one which could be rectified at a little expense and at the cost of some slight delay. Fools cannot be protected; even this clause will not save the fool from his folly. Instead of safeguarding the unwary the clause will impose an unjust burden and give an unfair remedy.

Hon. C. F. BAXTER: I do not share Mr. Nicholson's view of this clause. Had the measure been the law during the past few years, many frauds committed during that period would not have been perpetrated. The clause contains nothing calculated to create alarm. In the first place there must be provided the name and address and description of the vendor, the name and address and description of the registered proprietor of the land, a statement whether the plan of subdivision has been approved by the local authority, and so on. I do not see in the clause anything that will inflict hardship on the land agent, for these particulars should all be given with every sale. People in the country districts, who cannot readily go to the Titles Office, have been defrauded of large amounts during the last 12 months and only a few of those cases are made public. I know of one man who was defrauded of £3,000 but felt such a fool over it that he did not take action. Had this provision been on the statute-book, that man would have cancelled his contract and saved his £3,000.

Hon. H. A. STEPHENSON: The Honorary Minister in moving the second reading declared that all land sold by auction was exempt In my second reading speech I said I hoped the Honorary Minister, when replying, would clear up a position that is met with in 99 out of every 100 land auction sales. Rarely is the land knocked down to the highest bidder, because only rarely is the upset price reached. Eventually, the auctioneer invites the highest bidder to come along and treat privately. What will be the position of that auctioneer treating privately with the purchaser? He will become liable under the Bill, and this clause will apply to him.

Hon. A. J. H. SAW: I should like the Honorary Minister to tell the Committee whether or not at the present time, if a land agent misrepresents the conditions and does not inform the purchaser that there is a mortgage on the land, the purchaser has recourse at law. If he has recourse at law, where is the necessity for this clause, which enables him, through perhaps some trivial error, to repudiate his contract? Under the Bill, the purchaser, if he has been misled by the land agent, will have, through the medium of the law courts, recourse against any injury that has been inflicted on him; but under the clause it is proposed to give a

person the right to repudiate his contract if he finds it is not to his advantage to go on with it.

The HONORARY MINISTER: In many instances land has been sold under misrepresentation of the particulars of the land, and it has been impossible for the purchaser to prove that misrepresentation was made. I have here a letter from a gentleman in the very serious position of having been caught for an amount between £6,000 and £7,000. He points out that land salesmen very often travel two or three together, and are always in a hurry, wanting to get on.

Hon. A. J. H. Saw: Will those gentlemen be licensed under the Bill?

The HONORARY MINISTER: We hope not. Those that are known will not be licensed. In the opinion of the writer of this letter the reason for those salesmen travelling in company is that there might be the word of two persons as against one —and we all know what that means in a law court. The people in country districts are in great difficulty in this regard. A salesman prevails upon a farmer to sign a contract for the purchase of a block of land and pay a deposit, the balance having to be paid over at stated periods. The farmer cannot that day go to the Titles Office to confirm all that he has been told by the salesman, and so in the end he signs his contract without that assurance. Quite a number of men have been let in very badly over subdivisional land, even in the metropolitan area. Only last week there was referred to me the case of an unfortunate man who cannot complete his contract, which he signed under gross misrepresentation.

Hon. J. Nicholson: If that is so he can repudiate that contract.

The HONORARY MINISTER: No, he cannot, for he signed it, and he is now being kept to it. There are scores of similar cases. I know one man who is prepared to forfeit his deposit, but the agent will not agree to that, preferring to keep the purchaser to his contract under the threat of legal proceedings. Under the clause, before a purchaser can get out of his contract he must be shown that the prescribed conditions have not been complied with by the land agent. There are not likely to be many of those cases, but there is the possibility of there being a few, and it is only right that the position should be safeguarded. The clause will prevent a recurrence of the gross misrepresentation that, in so many instances, has ben practised.

Hon. J. NICHOLSON: The Honorary Minister has convinced me that the Bill will not reach the gentleman he desires to reach. It will penalise the honest, decent, straight land agent who is licensed under the measure. The man who goes about like a wolf-

Hon. J. R. Brown: All land agents are wolves.

Hon. J. NICHOLSON:—is the one who will evade his responsibilities under the measure.

Hon. E. H. Gray: Then he will be penalised.

Hon. G. Fraser: He will not get registration.

Hon. J. NICHOLSON: I was astounded to hear the views of Mr. Baxter. I thought he would realise the grave responsibilities devolving upon land agents under the measure.

Hon. C. F. Baxter: To furnish these particulars?

Hon. J. NICHOLSON: If a land agent entrusted a clerk to make out a contract and one of the particulars was omitted the agent would be liable if the purchaser took action to have the contract voided.

Hon. C. F. Baxter: Is it usual to leave important contracts to clerks?

Hon. J. R. Brown: Could not that be rectified?

Hon. J. NICHOLSON: No, because the contract would be voidable at the option of the purchaser. The Honorary Minister desires to reach the men who have been defrauding innocent people. We are all agreed on that point, but the clause will not achieve that object. Indeed it will provide a safeguard for such a man if he happens to be licensed. One of them will be cunning enough to say, "I have my license, and there is a friend accompanying me." It is said that they hunt in couples. The smart gentleman will impose upon credulous people, get their money and leave them lamenting. It might be a very smart man who satisfies all the requirements and yet succeeds in getting his contract completed. We want to find means to reach the dishonest agent and the clause will not reach him. It will merely give the purchaser a remedy against the vendor of the land, who may be an innocent individual and may have left the signing of the contract to his agent. Not one in

hundred people would be able to tell whether a contract complied with the measure.

The Honorary Minister: If you signed it the purchaser would be satisfied, because you would not make any misrepresentation.

Hon. J. NICHOLSON: If a sale were entrusted to a land agent, he would be left to carry out the details of preparing the contract. If a clerk omitted to specify one of the details mentioned in the clause, the purchaser could, within six months, apply to have the contract voided. The purchaser could apply to the vendor for a refund, but the vendor might have expended the money.

Hon. G. W. Miles: He might have reduced his overdraft.

Hon. J. NICHOLSON: The vendor would be in a serious position.

Hon. G. Fraser: You anticipate a lot of bad bargains.

Hon. J. NICHOLSON: No, I anticipate a lot of additional litigation.

Hon. G. Fraser: You seem to think that a large number of people who make purchases will not be satisfied.

Hon. J. NICHOLSON: Contracts once made should not be disturbed in this way. If we pass the clause, dealings in land will be viewed with more suspicion than they are at present. The Minister should devise an amendment whereby men prowling about the country and imposing on innocent people could be reached.

Hon. E. H. GRAY: We should have some regard for the experience of similar legislation in South Australia. The credulous people are not always lambs or mugs. A man recently lost something like £3,000 and I should describe him, not as a lamb, but as a very cute old farmer. Students of the game ready up their case and play upon the greed of people, and the only mistake the latter make is in believing the yarn put up to them.

Hon. J. Nicholson: The clause will not remedy that.

Hon. E. H. GRAY: It would be a loosely-run business that permitted a clerk to omit one of the particulars demanded by the clause. I support Mr. Baxter's view. The people in the country have not the means of ascertaining particulars from the Titles Office, and if it is possible to protect those people, we should do it.

Hon. J. J. HOLMES: I gather from Mr. Gray that this Bill applies only to land sold in the country by agents. It applies to all land, and is a very dangerous measure. An owner of property worth £20,000 might put it in the hands of a land agent for sale. It is sold, the money is paid over and the owner distributes it or re-invests it. If it was discovered with the ensuing six months that the vendor or purchaser had been wrongly described, and the market value had slumped or was likely to slump, the purchaser could fall back on the agent, and the agent on the vendor. The agent would have received his commission, but the purchaser would want a refund of the full amount he had paid. The clause is too far-reaching. I quite agree that the men who go around the country misrepresenting land should be caught, but to undermine any contract as this clause will do should not be permitted without further consideration. If the vendor or purchaser were wrongly described, though the sale was bona fide, the contract could be voided within six months.

The Honorary Minister: The clause does not say that.

Hon. J. J. HOLMES: Of course it does. Contracts will be made in anticipation of a rising market. If the market falls, a way out will be provided by this clause. The owner will be the victim, not the purchaser. I can see repudiation written all over the clause.

The HONORARY MINISTER: There is no question of repudiation. Mr. Holmes has rather mis-stated the case. The clause deals only with the subdivision of land and this in most cases will apply to fairly large areas. The owners of these areas are usually the people who are selling them, such as the Real Estate Co. and T. M. Burke & Co.

Hon. J. J. Holmes: Because one or two firms do this you bring in all the land agents.

The HONORARY MINISTER: No reputable land agent need be afraid of the clause.

Hon. V. Hamersley: But what about the vendor?

The HONORARY MINISTER: He will be protected. The clause will not operate unless some of its requirements are left unfulfilled and the purchaser is dissatisfied with his bargain.

Hon. E. H. H. HALL: We seem to be at cross purposes. I agree with the Honorary Minister in his desire to protect country people, but I was surprised to learn from Mr. Nicholson that the clause will affect not only the land agent but the vendor.

The Honorary Minister: You do not require to take too much notice of that.

Hon. J. Nicholson: It is a fact.

Hon. E. H. H. HALL: Mr. Nicholson has emphatically assured me that this is so.

Hon. E. H. Gray: He may have made a mistake.

Hon. E. H. H. HALL: Then the Honorary Minister should report progress. I am not prepared to penalise the vendor for a mistake made by the agent.

Clause put and a division taken with the following result:—

Ayes	..	..	8
Noes	..	..	10
Majority against		..	2

AYES.

Hon. J. R. Brown	Hon. E. H. H. Hall
Hon. J. Cornell	Hon. E. H. Harris
Hon. J. M. Drew	Hon. W. H. Kitson
Hon. G. Fraser	Hon. E. H. Gray (*Teller.*)

NOES.

Hon. V. Hamersley	Hon. J. Nicholson
Hon. J. J. Holmes	Hon. E. Rose
Hon. G. A. Kempton	Hon. A. J. H. Saw
Hon. W. J. Mann	Hon. H. A. Stephenson
Hon. G. W. Miles	Hon. J. Ewing (*Teller.*)

Clause thus negatived.

Clause 37—Prohibition of contracting out:

Hon. J. NICHOLSON: In view of the deletion of the previous clause this one is not necessary.

The Honorary Minister: There may be other contracts affected. In any case, the Bill will have to be recommitted.

Clause put and passed.

Clause 38—Onus of proof as to knowledge of falsity of representation:

Hon. J. NICHOLSON: I hope this clause, too, will be struck out. Its purpose is to shift the onus of proof of misrepresentation. The person who has made the representation has to prove that he believes the statements he made to have been true. In common law, if a man alleges that someone has made false representations, it is necessary for him to show that he relied upon that representation. The onus would be on the party charged to show that the other party did not rely upon the representation made. The clause, however, turns the scale round, and states that the pers making the representation shall be deem to have made it with knowledge of its f sity. The remedy is already provided cover this question of fraudulent sales, a this clause ought not to be allowed to star

Sitting suspended from 6.15 to 7.30 p.m

The HONORARY MINISTER: I ca not agree that it imposes any hardship up an individual to require him to show th any representation he made he believed be true. The provision to which Mr. Nich son has taken exception applies in conne tion with other legislation and, in view our experiences during the last few montl I regard the clause as essential.

Hon. A. LOVEKIN: There is not mu need for the clause at all because it mere states what is the law to-day. If it is sho that a person has made false represent tions, that individual is called upon answer the charge.

Hon. A. J. H. SAW: If a man makes false statement and it is admitted that t statement is false, there is no hardship requiring him to prove that he believed t statement to be true when he made it.

Clause put and passed.

Clause 39—Duty of land salesmen to r gister:

Hon. J. NICHOLSON: I move a amendment—

That after "thirty," in line 2 of Subclau 1, the words "no person shall act as a la salesman unless he is registered under th Act, and is in the employment of a land age licensed under this Act; and from and aft the said last-mentioned date" be inserted.

The CHAIRMAN: The hon. member h placed an amendment on the Notice Pap and in submitting it now, he has altered The Standing Orders provide that a ce tain procedure shall be followed in su instances, and that three copies of an amen ment in its altered form shall be handed by the hon. member who desires to move Mr. Nicholson has had ample time to pla on the Notice Paper the amendment in t form desired, and I intend to insist on t proper procedure being followed.

Hon. J. NICHOLSON: I ask you, M Chairman, to accept my amendment on th occasion in the altered form, as it is mo grammatical.

The CHAIRMAN: Very well.

Hon. J. NICHOLSON: In view of the requirements in connection with land agents, it is desirable that land salesmen shall be employed only by licensed land agents. We should make that a condition of employment.

Hon. A. Lovekin: Will not the amendment be merely a duplication of the last two lines of the subclause, which refer to the necessity for a certificate of registration as a land salesman?

Hon. J. NICHOLSON: No.

Hon. A. LOVEKIN: I ask Mr. Nicholson to read the clause as it will appear if we agree to his amendment. I think he will then accept my view that there will be a duplication regarding land salesmen.

Hon. J. NICHOLSON: If the hon. member will look into the matter carefully, he will find there is no provision in the Bill for requiring a person who acts as land salesman to be in the employment of a licensed land agent.

Hon. A. Lovekin: Is not being licensed and being registered one and the same thing?

Hon. A. NICHOLSON: No, it is not. A land agent has to be licensed, but the land salesman must be registered. In that sense the registration is not the same as the licensing.

Hon. A. Lovekin: Look at Clause 5.

Hon. J. NICHOLSON: That deals only with land agents who have to be licensed; there is no reference to land salesmen at all. They are dealt with in Clause 39, and Clause 40 deals with the mode of application for registration as a land salesman. It is necessary to put a check on the indiscriminate canvassing on the part of these men and to see that they are in the employment of licensed land agents.

The Honorary Minister: I have no objection to the amendment.

Amendment put and passed; the clause, as amended, agreed to.

Clauses 40 and 41—agreed to.

Clause 42—Hearing of applications:

Hon. J. NICHOLSON: There is an amendment in my name on the Notice Paper to strike out the words "on payment of a fee of 10s." The reason why I submitted that amendment was because the Minister in the second reading said that it was not intended to exact a fee. The Minister has since been good enough to explain that it will be necessary to make a small charge because some trouble will be involved in connection with registration. Therefore I move an amendment—

That in line 7 "ten" be struck out, and "five" inserted in lieu.

There may be land agents employing a fairly large staff, and if the clerks themselves have to pay the fee, it will be something of a hardship to pay 10s.

Amendment put and passed; the clause, as amended, agreed to.

Clause 43—Evidence of character:

Hon. J. NICHOLSON: I move an amendment—

That the following words be added to the clause:—"and is in the employment of a duly licensed land agent."

This follows on the lines of the preceding amendment.

The HONORARY MINISTER: There is one point we should consider. We are providing that a land salesman must be in the employment of a land agent and then we say that a land agent shall not employ a land salesman unless he is registered. We can hardly have it both ways. We might leave the clause as it is because it is provided further along that an agent cannot employ a salesman unless the salesman is registered under the Act.

Amendment put and negatived.

Clause put and passed.

Clauses 44 to 50—agreed to.

Clause 51—Cancellation of registration:

Hon. J. NICHOLSON: I move an amendment—

That after the word "order," in line 3, the following be inserted:—"or such court may of its own motion make an order."

That follows on the lines of what applies to a land agent in Subclause 7 of Clause 28.

Amendment put and passed.

The HONORARY MINISTER: I move an amendment—

That in paragraph (b) of Subclause 2 "1928" be struck out, and "1929" inserted in lieu.

Amendment put and passed.

Hon. J. NICHOLSON: I move an amendment—

That at the end of Subclause 2 the following be inserted, to stand as paragraph (e):—"or that he has ceased to be employed by a duly licensed land agent."

Hon. A. LOVEKIN: To whom does "he" refer? "He" should be defined in this case as a land salesman.

Hon. J. NICHOLSON: If the hon. member will refer to Subclause 1 he will see that my amendment is quite in order. "He" there refers to a land salesman.

Amendment put and passed; the clause, as amended, agreed to.

Clauses 52 to 59—agreed to.

Clause 60—Audit of land agent's trust account:

Hon. J. NICHOLSON: This clause should be deleted. It provides for the land agent's trust account being audited annually by a duly qualified public accountant, and declares that any land agent failing to comply with its provisions shall be liable to a penalty of £100. Land agents are in the first instance required to be licensed, and have to put up a substantial bond. It is necessary for them to bring evidence as to character, and of fitness to to be licensed as land agents. All this investigation is made beforehand; but on the top of it there is, apparently, to be some doubt about the bona fides of the men licensed. Objection should be taken at the beginning, and not at the end. Auditing of accounts will not stop the man who intends to do wrong. The clause will not obviate the danger it is intended to meet. Wrong acts are done in the interregnum between one audit and the next. Land agents object to having their books audited by any public officer who, in going through their books, would get certain information which from a business point of view it is undesirable he should have. One might as well argue that the accounts of a bank should be audited in the same way.

The HONORARY MINISTER: There is nothing unfair in the clause. It is one which the land agent himself should welcome. It merely provides that the trust account of the licensed land agent shall be audited by a qualified public acountant. What harm is there in that? If the public auditor sends his report to the Minister every year, is not that an additional safeguard for the land agent's clients? It has often been argued here that all trust accounts should be carefuly audited, so as to prevent any loophole for wrongdoing. Most land agents operating in Western Australia have their accounts audited as provided by the clause, though a copy of the auditor's report is not submitted to the Minister.

Hon. E. H. HARRIS: Mr. Nicholson has made out no case for the deletion of the clause. The land agent could select his own chartered accountant. The report would not be published. Every firm holding trust moneys should have the account audited as suggested. Recently in New South Wales a case occurred where considerable amounts of trust funds were used for other purposes, drawing severe strictures from the judge who tried the case.

The Honorary Minister: We have had such cases here within the past 12 months.

Hon. E. H. HARRIS: I shall support the clause.

Hon. A. LOVEKIN: The Bill does not apply to a solicitor, and his trust account will not be audited. With all due respect to Mr. Nicholson, there are as many dishonest lawyers as there are dishonest agents. If there is to be an audit, let it include the solicitor.

Clause put and a division taken with the following result:—

Ayes	6
Noes	11
Majority against	5

Ayes	
Hon. J. M. Drew	Hon. E. H. Harris
Hon. G. Fraser	Hon. W. H. Kitson
Hon. E. H. Gray	Hon. A. J. H. Saw
	(*Teller.*)

Noes	
Hon. C. F. Baxter	Hon. W. J. Mann
Hon. J. Ewing	Hon. G. W. Miles
Hon. V. Hamersley	Hon. J. Nicholson
Hon. J. J. Holmes	Hon. E. Rose
Hon. G. A. Kempton	Hon. H. A. Stephenson
Hon. A. Lovekin	(*Teller.*)

Clause thus negatived.

Postponed Clause 3—"Land agent" defined:

Hon. J. NICHOLSON: Will the Honorary Minister report progress on this clause, as there has been some suggestion of adding a proviso?

Progress reported.

BILL—MAIN ROADS ACT AMENDMENT.

Second Reading.

Debate resumed from the 22nd October.

THE CHIEF SECRETARY (Hon. J. M. Drew—Central—in reply) [8.14]: Mr. Seddon, in reviewing the measure, said there was a clause in it relative to deputations and that in this respect, he thought the Bill should be restored to the form in which it was introduced in the Assembly. The argument for the retention of the clause, as printed, is that the Minister is responsible for the provision of funds, and that therefore it is he who should receive deputations, whose business may involve financial considerations not within the jurisdiction of the board. Not only does the Minister provide the money, but the money must be used and applied in such manner and proportions as the Governor, on the recommendation of the board, shall from time to time determine (Section 28, Sub-section 1, paragraph b.). If it were not so, Parliament would have no control over the administration of the financial side. In the circumstances it would, in the majority of instances, be purposeless for a deputation to interview the board, as in nine cases out of ten the object of meeting the board would be to seek expenditure of such a nature as would involve the Minister. I am perfectly aware that, in some instances, the object would be to give the board information concerning contemplated works in the district in which the members of the deputation operated; but all this could be done in writing. One can realise to what extent the time of the members of the board would be taken up if every one of the local authorities in the State, and others as well, could claim the right to deputationise the Main Roads Board at their own sweet will. While a Minister can take the responsibility of deciding whether or not it is necessary for him to meet a deputation, it would not be so easy for the Main Roads Board to exercise a discretion once Parliament, in effect, had said that deputations were considered desirable. It may be argued that the Commissioner of Railways is not heavily burdened with work of this kind. The Commissioner of Railways, however, has not a large sum of money for distribution in every district every year. He does have a request for a stockyard here and a stationmaster there, a new siding, or a crane or something like that. But here we have a body with several hundreds of thousands of pounds a year to allocate among the 127 road districts, and it is naturally the aim of the local authorities to see as much money as possible spent within their own boundaries and on roads which serve them. To make such a board the victims of processions of deputations in search of spoil would be unfair and would hamper the officers in the performance of their proper duties. It is true the Bill as introduced in another place simply provided for barring members of Parliament from appearing at deputations, but the select committee in another place came to the conclusion, after giving the matter a lot of thought, that the prohibition did not go far enough, and that all forms of deputations should be banned—a decision with which the Minister now agrees. This is not to say that, under the clause of the Bill, the board would be prevented from interviewing individuals or public bodies for the purpose of getting any information they desired. I trust the clause will be allowed to remain as it is. Mr. Glasheen read a communication he had received from the Wagin Municipal Council in which the following sentence appeared—

> Should Section 30 (Clause 10 of the amending Bill) be passed, then the council shall be called upon to pay only one-sixth of the 25 per cent. in view of the fact that five-sixths of the financial year has expired, and the fees paid and to be paid under the Traffic Act have been spent.

The amending Bill provides that levies from traffic fees shall be made as from 1st July, which synchronises with the financial year of all road boards. The financial year of municipalities, however, begins on 1st November. There are nine municipalities affected inside the metropolitan area, and eleven outside. As the fees received within the metropolitan area are lumped, it is not possible to state the amounts collected for the individual municipalities within that

area. Presumably the argument put up by the municipalities is that on the 1st November they budget for the year, anticipating certain receipts, approximately known from the previous year, and they have become committed to expenditure. This being so, the contention would be that they should be relieved of contribution until the 1st November, a period of four months, or one-third of the year. There are bound to be slight inequalities or anomalies in any change-over, and in view of the proposal to waive the first year's assessment—every local authority should recognise its responsibility in this connection—it is unreasonable to endeavour to split straws. If we start making exemptions, where shall we end? In the letter read by Mr. Glasheen, the Wagin Municipal Council evidently think that Section 30 should not come into operation until after the 30th June of next year, for they say that it is unreasonable to ask them to pay £203 from July of the current year when under the existing Act, upon which their estimates were framed, they anticipated paying only £23 9s. 4d. from July 1930. In other words, they want further exemption up to the end of next June. As I said before, we have already abandoned one year's assessments in regard to the road boards, and we cannot meet the eleven municipalities concerned to a greater extent than eight months without amending the Bill in the direction suggested by Mr. Glasheen and sacrificing another full year's assessments from each of the 12 road boards operating in the State. The total amount that would be rebated to all the municipalities if consideration were given to the dating back of four months, would be £1,117, and Wagin's share of the rebate would be only £61. Mr. Stewart objects to the manner in which Section 21 has been framed. He thinks the Governor should not on his own initiative have the power to declare any road to be a developmental road. Surely it is only right that the Government should have the power to dictate the provision of any particular roads in the interests of development. That right should not be conferred on a body not responsible to Parliament. For instance, members would not give the Commissioner of Railways the power to say whether or not a particular railway should be constructed. Developmental roads are as important in their way as railways; they are the feeders of the railways. Mr. Stewart would stipulate that no such roads should be constructed except on the recommendation of a body which is in no way responsible to Parliament for its actions. We have a progressive board now, but we have to look ahead—we are not legislating merely for the present—and the day might come when a board would adopt a very conservative and unwise attitude with regard to developmental roads. It seems to me it would be foolish for Parliament to relinquish control of so important a policy, and they must necessarily have that control when the responsibility in reference to developmental roads is thrown on the Government. Mr. Stewart quoted a letter he had received from the Williams Road Board which said that for 1926 £12,515 was spent in the Armadale district and £539 in Williams; that Armadale was debited with £435 and Williams with £984 for their share of costs of construction work on the Perth-Albany road. There is a good explanation of this—Armadale, in addition to the £435 it contributed direct, subscribed also to the traffic pool, portion of its district being within the metropolitan area. The question has been raised as to the advisableness of placing the main road administration under the control of a commissioner. I referred the point to the Minister for Works some weeks ago, and he stated that the present Bill contained only amendments urgently necessary in order that the board might make assessments on the proposed new bases, but that quite a lot of other amendments were being prepared, and, when they were being submitted to Cabinet, the point raised would receive consideration. Mr. Hamersley favours a petrol tax. We have already tried a petrol tax. It was passed by our Parliament, but the Federal Government took action against the South Australian Government, who had placed similar legislation on their statute book, and the High Court declared that legislation ultra vires.

Hon. V. Hamersley: Have they done the same with licensed houses?

The CHIEF SECRETARY: I shall be dealing with that presently. Mr. Hamersley says it can be done by licensing the places which sell petrol. It could perhaps be done in theory. No one could sell petrol without a license; there would be such restrictions on the handling of the spirit that before long there would be an outcry from one end of the State to the other against interference with an article which is not only in general

use in connection with every industry in the State, but is a necessity for everyone who travels by motor car, and who relies on being able to obtain petrol without any difficulty at every store during the course of his journey. In addition an army of inspectors would be required to police such legislation, and it would be utterly impracticable to fix satisfactory license fees for those dealing in petrol once it left the hands of the wholesaler. Our Act of 1925 taxed the first person who sold or delivered motor spirit after its entry into the State—in other words, the wholesaler. But go beyond the wholesaler, and there is nothing but chaos, confusion and comedy.

Hon. G. W. Miles: Put it on the same plane as the liquor trade!

The CHIEF SECRETARY: Yes. Mr. Cornell wanted to know why so much work had been done by the Main Roads Board in the new settlement south of Leighton (I think he meant Hollerton) and why not one pennyworth had been done in the new settlement north of that locality. That question can easily be answered. The reason why work has been done in the area to the south of Hollerton and not to the north of Hollerton is that the former is part of the area included in the 3,500 farms scheme, but the latter is not. The work done to the south is financed from what is known as migration money under the 3,500 farms scheme, and the funds of the Main Roads Board are not utilised for the purpose. Mr. Kempton said that if the Bill passed the second reading he proposed to move a new clause making provision that where the board reconstructed an existing road or built a new road, it should provide equal facilities of access to such road for adjoining owners, as existed prior to such reconstruction or building. The suggestion has been discussed with the Solicitor General and he agrees that it embodies a responsibility that the Crown cannot possibly assume. It is contended that owners of land abutting on roads should have recourse to the application of their present legal remedies. Why the Crown should not shoulder this responsibility will be best understood by an illustration. Take an owner who has land abutting on a road which in the interests of the public is being improved in gradient by the Crown through the Main Roads Board. The access to the road reservation that he has provided for himself, without reference to any authority, consists of a gate leading from his land. It may be—as is often the case—that the gate is on an eminence, which, in the construction of the road, has to be cut down to provide easier and more practicable gradients for the general public. In cutting down the hill the gate is left, say, 6 feet above the level of the constructed road, and it becomes an absolute impossibility to give him access to the road equal to that which he enjoyed previously. There was a case of Annois v. East Fremantle Municipal Council which was taken to the Privy Council and was of just such a nature as the illustration cited. Judgment was given against Annois. It does seem a hardship on the face of it but public interests are paramount. To say that equal access must be provided means that the Main Roads Board would be unable to improve the gradients of our roads in very many instances, and they would be flooded with litigation from all quarters. I think what Mr. Kempton is really seeking is that where access exists before we construct and where, during the course of construction, it becomes necessary to put in, say a side drain which cuts or crosses the existing access or approach to an abutting property, a culvert should be put in to render intact and make good the access. In those instances, the Main Roads Board would, and does, make such provision, and the practice will be continued in future. But to enact such a provision as Mr. Kempton proposes would result in endless litigation and place the Crown in an impossible position. The hon. member contends that the Main Roads Board should be responsible for the cost of repairing roads over which they cart their material—that is where the road has deteriorated in consequence. This is no new proposal. It was submitted by one of the other States at an annual conference held in connection with the Federal Aid Roads Scheme, but it was rejected. Ethically, such a provision is not defensible. There is no sound reason why the Main Roads Board should not have equal rights on public roads to the general public, and, so long as only fair wear and tear takes place, there should be no objection. Extraordinary damage, however, is in another category. But even as regards extraordinary damage, the Federal authorities gave the conference clearly to understand that they would not countenance any attempt to utilise the funds of the scheme for the restoration of a road. It has to be remembered that the local authorities derive considerable benefit

from the improvement of main and developmental roads and, generally speaking, it is not asking too much that the carting of material over the roads should not be subject to special conditions. South Perth, in its relation to the construction of the Canning Road, might be cited as a case in point. It was alleged that damage to local roads was occasioned by the diversion of traffic from the main road during construction, but it cannot be gainsaid that the construction of that road has been the means of attracting population to that portion of the suburb traversed by it, increasing the valuations as well as the number of ratepayers, and, consequently benefiting the revenue to the local board. I may say that there is included in the specifications for all contracts under the board, the following clause:—

Damage to Roads:—The contractor shall exercise all reasonable care to prevent undue damage to the roads used for cartage of materials, and shall keep them in a reasonable state of repair as directed by the engineer. If this work is not carried out, the expenditure incurred by the board in repairing the roads will be deducted from the contract price.

Mr. Kempton is opposed to any portion of the traffic fees being taken from local authorities by the Main Roads Board. He referred to Geraldton, and quoted the large amounts received in traffic fees by that municipality. The fact that those large amounts have been received shows that ther is a great number of motor vehicles in Geraldton, and everyone knows that those vehicles help to cut up the roads for the maintenance of which the Main Roads Board have to find funds. No one will contend that the area of operation of the vehicles is confined to Marine-terrace or Durlacher-street. Surely, if the Geraldton Municipal Council is drawing fees on motor vehicles which are helping to destroy roads outside the municipal area, it is only just that it should contribute towards the cost of keeping those roads in order. The same argument applies to every other local authority in the State, and a fair percentage of the traffic fees now paid seems to be an equitable way of meeting the situation. Under the existing Act the local authorities are called upon to subscribe towards expenditure on main roads in proportion to the benefit received, and this Bill seeks only to provide a substitute for that. It should be an acceptable substitute, for it takes only a small percentage of the traffic fees—fees which have been largely created by the road construction scheme, besides which it will enable the local authorities to assess more readily their obligations from year to year. I would remind Mr. Kempton and other members who may view the matter in the same light that this is the only State in the Commonwealth in which the local authorities are permitted to get any traffic fees. In all the other States the fees become the revenue of the board. I have a copy of a periodical issued by and with the authority of the Main Roads Board of New South Wales. It is entitled "Main Roads," and is published with the object of giving a month to month account of the activities of the Main Roads Board of that State. An article dealing with the organisation of the Main Roads Board reads—

The operations of the Main Roads Board are, for purposes of administration, divided into two parts—Country and Metropolitan. Separate funds, called the Country Main Roads Fund, and the County of Cumberland Main Roads Fund, have been established by the Main Roads Act to deal with the main roads in the country and the metropolitan area respectively . . . . Works on main roads in the country cannot be assisted from the County of Cumberland Main Roads Fund, nor can works in the metropolitan area be assisted from the Country Main Roads Fund. Thus a definite safeguard is established by the Act to prevent either metropolitan or country interests predominating in the distribution of main roads revenues. Not only does the Act provide for two funds, but it also lays down different methods for the councils to share in the cost of main road works. In the metropolitan area, councils contribute to the County of Cumberland Main Roads Fund at a rate fixed each year by the board, but not exceeding ½d. in the £ on the unimproved capital value of lands within their areas (reduced to half this in rural areas devoted to primary production, and in the City of Sydney); while in the country councils contribute in definite proportions with the board (nil on State highways, one-third on trunk roads, and two-fifths on ordinary main roads), and cannot, except of their own volition, be required to contribute in any one year more than ½d. in the £ on the unimproved capital value of lands within their areas. The amounts expended by country councils on main roads are, therefore, except in very special cases, entirely at their own discretion . . . .

It will be seen from this that, in New South Wales, councils contribute in definite proportions with the board, nil on State highways, one third on trunk roads and two-fifths on ordinary main roads. But the contribution cannot exceed in any one year more than ½d. in the £. On top of that the Main

Roads Board takes the whole of the traffic fees. Mr. Kempton suggests that instead of taking portion of the present traffic fees, the Government should introduce legislation to increase the traffic fees by 25 per cent., and that the Main Roads Board should benefit by the increase. That is what I understand him to mean. But, as some member interjected, motor vehicles, of the same type, which used the roads only occasionally, would have to pay just as much as motor vehicles which were constantly damaging the roads. To my mind, it would be a most unfair method of distributing the burden. The position is this: Money must be found to provide interest and sinking fund on the loans raised for road construction. Failure to realise this must mean that the general taxpayer will have to carry the burden in the end.

Hon. J. Nicholson: It seems always to fall upon him.

The CHIEF SECRETARY: Sometimes he assists to bring the burden upon himself.

Hon. J. Nicholson: He is doing it now.

The CHIEF SECRETARY: Very largely. I hope that members will not press amendments to this Bill. Nearly all that the Government propose has been rendered necessary for one reason or another. There was a public demand for the removal of Section 30 of the principal Act and its substitution by something more desirable. What has been done in that respect has been done with the concurrence of the executive committee of the Country Road Boards Association; except that the association agreed to 25 per cent. of the traffic fees going to the Main Roads Board. A select committee in another place recommended modifications which would have the effect of reducing the revenue of the Main Roads Board, and the Government accepted the recommendations; though it will mean a loss to the Treasury of approximately £10,000 a year, or £100,000 in ten years. There are other amendments necessary owing to the fact that the Main Roads Development Act, which was in operation when the original Act was passed, has lapsed and has been superseded by the Federal Aid Roads Act, necessitating some amendments to the principal Act which are provided in the Bill. There are a few other defects in the Act which require to be remedied. It is not contended that the Act will not stand further amendment. I have already indicated just the reverse. Many amendments are needed, but they cannot be submitted this session. The Government are anxious to get the Bill through Parliament so that the Main Roads Board may know on what basis to make their assessments for this year. I trust, therefore, that the utmost expedition will be exercised in dealing with the Bill in Committee.

Hon. H. Seddon: Do you say the Government intend to bring down legislation to provide for a Commissioner?

The CHIEF SECRETARY: That was one of the subjects down for consideration.

Hon. H. Seddon: Can you give us nothing further than that?

The CHIEF SECRETARY: No. Cabinet has arrived at no decision yet.

Question put and passed.

Bill read a second time.

House adjourned at 8.53 p.m.

Legislative Assembly,

Tuesday, 29th October, 1929.

The SPEAKER took the Chair at 4.30 p.m., and read prayers.

QUESTION—JUNIPER TREES.

Mr. C. P. WANSBROUGH, for Mr. Sampson, asked the Minister for Forests: In view of the good growth of juniper